

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DyStar L.P.		11/03/2010	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	110 East Broward Street		
Internal Address:	Suite 2050		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	National Banking Association – USA: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2912227	CONTROLLED COLORATION	
Registration Number:	2850590	SETTING THE STANDARD	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell, Paralegal – PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	866-220		
NAME OF SUBMITTER:	Bobbi Acord		

CH \$65.00 2912227

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TRADEMARK
REEL: 004412 FRAME: 0889

Signature:	/ba/
Date:	11/11/2010
Total Attachments: 6 source=20101111133444819#page1.tif source=20101111133444819#page2.tif source=20101111133444819#page3.tif source=20101111133444819#page4.tif source=20101111133444819#page5.tif source=20101111133444819#page6.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is made as of November 3, 2010, by and between **DYSTAR L.P.**, a Delaware limited partnership and successor by merger to Boehme-Filatex, Inc. ("DyStar"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association and successor-in-interest to Wachovia Bank, National Association ("Wachovia"), having an office at 110 East Broward Street, Suite 2050, Fort Lauderdale, Florida 33301 (together with its successors and assigns, "Lender").

Recitals:

Reference is made to that certain Trademark Security Agreement between Boehme-Filatex, Inc., a North Carolina corporation ("Boehme"), and Wachovia (as at any time amended, restated, modified or supplemented, the "Trademark Security Agreement"), dated February 4, 2005 and recorded in the United States Patent and Trademark Office on April 11, 2005, at Reel/Frame number 003089/0654. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Boehme and Wachovia entered into that certain Loan and Security Agreement dated February 4, 2005, pursuant to which Wachovia agreed to provide revolving credit loans, a term loan and other financial accommodations to Boehme (as at any time amended, restated, modified or supplemented prior to the date hereof, the "Boehme Loan Agreement"). To secure all the indebtedness at any time or times owing by Boehme to Wachovia under the Boehme Loan Agreement, Boehme and Wachovia entered into the Trademark Security Agreement, pursuant to which Boehme granted a continuing security interest in and to the Trademark Collateral (as defined therein).

Boehme merged with and into DyStar, with DyStar being the surviving party (the "Merger"). In connection with the Merger, DyStar and Wachovia entered into that certain Amended and Restated Loan and Security Agreement dated April 23, 2008 (as at any time amended, restated, modified or supplemented, the "Original Loan Agreement"), which Original Loan Agreement amended and restated the Boehme Loan Agreement and certain other financial accommodations between DyStar and Wachovia.

DyStar and Lender have agreed to enter into that certain Second Amended and Restated Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), which Loan Agreement amends and restates the Original Loan Agreement and certain other financial accommodations between DyStar and Lender.

A condition of Lender's willingness to enter into the Loan Agreement is the execution of this Amendment by DyStar.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended as follows:

(a) Any and all references to "Boehme-Filatex, Inc." in the Trademark Security Agreement shall mean and be deemed references to "DyStar L.P.";

(b) Any and all references to "Company " and words of similar import in the Trademark Security Agreement shall be deemed references to "DyStar L.P.";

(c) Any and all references to "Lender" and words of similar import in the Trademark Security Agreement shall be deemed references to "Wells Fargo Bank, National Association";

(d) Any and all references to "Loan Agreement" and words of similar import in the Trademark Security Agreement shall be deemed references to "that certain Second Amended and Restated Loan and Security Agreement dated on or about November 3, 2010, between Company and Lender, as amended, modified, restated or supplemented from time to time";

(e) Any and all references to "Florida" in the Trademark Security Agreement, including, without limitation, Section 22 of the Trademark Security Agreement, shall be deleted and replaced with "New York" in lieu thereof; and

(f) By substituting the Exhibit A attached to this Amendment for Exhibit A of the Trademark Security Agreement.

2. Acknowledgement and Reaffirmation by DyStar. DyStar hereby acknowledges and confirms that, in order to secure the prompt payment and performance to Lender of all of the Obligations, Boehme assigned, pledged and granted to Lender, pursuant to the Trademark Security Agreement, a continuing security interest and Lien upon the Collateral then owned or thereafter acquired by Boehme or in which Boehme then had or at any time in the future may acquire any right, title or interest, including, without limitation, all of Boehme's Trademarks. DyStar hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by Boehme in the Trademark Security Agreement. Additionally, DyStar hereby represents and warrants to Lender that Exhibit A to the Trademark Security Agreement contains a complete and accurate list of the Trademarks owned by DyStar as of the date hereof, and that all such Trademarks described in Exhibit A to the Trademark Security Agreement shall constitute Collateral under the Trademark Security Agreement securing the Obligations. DyStar further represents and warrants to Lender that it has the full authority to enter into this Amendment and to grant the security interest and Lien provided for in the Trademark Security Agreement.

3. Effectiveness; Governing Law. This Amendment shall be effective upon acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. No Novation, etc. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

6. Counterparts; Telecopied Signatures. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

7. **Further Assurances.** DyStar agrees to take such further actions as Lender shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

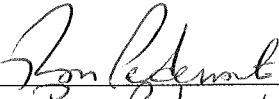
8. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

9. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

DYSTAR L.P.

By: 
Name: Ron Pedemonte
Title: President

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

DYSTAR L.P.

By: _____
Name: _____
Title: _____

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By:  _____
Name: GARY DIXON
Title: SVP

Exhibit A

Registered Trademarks owned by DyStar L.P.

1. CONTROLLED COLORATION; US Registration Number 2912227
2. SETTING THE STANDARD; US Reg. No. 2850590
3. NYLANTHRENE; US Reg. No. 0724366
4. NOVAFLEX; US Reg. No. 2401352
5. NOVAWET; US Reg. No. 2323649
6. TEXAFIL; US Reg. No. 2087721
7. LUBROL; US Reg. No. 3027970
8. SIL-FIN; US Reg. No. 2004360
9. HYPOZYME; US Reg. No. 3163651

Registered Trademarks owned by Boehme Filatex Canada Inc.

1. FIXEAU; Canadian Registration No. TMA104550
2. THOROWET; Canadian Registration No. TMA104313